

## Council Communication

<p>Department: Council Bluffs Public Library</p> <p>Case/Project No. n/a</p> <p>Applicant: Barbara Peterson</p>	<p>Ordinance No. Resolution No. <u>10-87</u></p>	<p>Council Action: <u>3/8/2010</u></p>
<b>Subject/Title</b>		
<p>Resolution accepting the project completion of the Council Bluffs Public Library Teen Central Project.</p>		
<b>Background/Discussion</b>		
<p>Prairie Construction Company has successfully completed the contract work required for the Council Bluffs Public Library Teen Central Project.</p>		
<b>Recommendation</b>		
<p style="text-align: center;">The Council Bluffs Public Library Director recommends that he City Council adopt the Resolution declaring the Teen Central Project as substantially complete and authorize the Finance Director to issue the retainage amount of \$10,564.42 in 30 days.</p>		

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

# CERTIFICATE FOR PAYMENT

NO. 4

**LEO A. DALY**

PLANNING ARCHITECTURE ENGINEERING INTERIORS  
8600 INDIAN HILLS DRIVE  
OMAHA, NE 68114

DATE 04-Jan-10  
PROJECT NAME Council Bluffs Public Library Teen  
DALY PROJECT NO. 310078000

TO: Council Bluffs Public Library OWNER

THIS IS TO CERTIFY That Prairie Construction CONTRACTOR

FOR: Council Bluffs Public Library Teen Center

AT Council Bluffs Public Library is entitled to the 4th PAYMENT

Covering period from December 1, 2009 THROUGH December 31, 2009 In the amount of  
Ten thousand, five hundred sixty-four and 42/100 DOLLARS \$10,564.42

## SUMMARY

Original Contract Sum. . . . .		<u>\$192,000.00</u>
	ADDITIONS	DEDUCTIONS
Change Orders Previously Approved	<u>\$0.00</u>	<u>\$0.00</u>
Change Orders Approved This Period	<u>\$0.00</u>	<u>          </u>

Total Additions (Deductions) to Contract . . . . . \$0.00

Total Amount of Contract To-Date . . . . . \$192,000.00

Total Amount Previously Certified. . . . . \$181,435.58

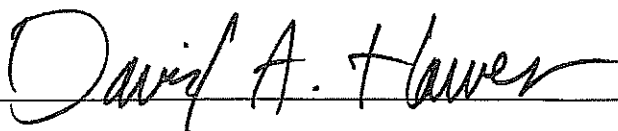
Amount of this Certificate . . . . . \$10,564.42

Total Certified To-Date . . . . . \$192,000.00

Balance to Become Due. . . . . \$0.00

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified. No representation is made as to the adequacy of storage or quantity of products stored for any materials or equipment located off of the construction site. This certificate represents estimated Contractor completion and does not represent a project inventory nor any audit of invoices. No certification is made as to the disposition of proceeds or remittances to the Contractor.

By





# AIA® Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: CITY OF COUNCIL BLUFFS IOWA

PROJECT:

Council Bluffs Library Teen Center

APPLICATION NO: #00004

209 PEARL

PERIOD TO: 12/31/2009

COUNCIL BLUFFS, IA 51503

400 Willow Ave

Council Bluffs, IA 51503

FROM CONTRACTOR:

PRAIRIE CONSTRUCTION CDA ARCHITECT: LEO A DALY CO

CONTRACT FOR: General Construction

CONTRACT DATE: 8/24/2009

1316 B STREET

8600 INDIAN HILLS DR

PROJECT NOS: 09032 /

OMAHA, NE 68144-3612

OMAHA, NE 68114

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 192,000.00

2. Net change by Change Orders

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 192,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 192,000.00

5. RETAINAGE:

a. % of Completed Work

(Column D + E on G703)

b. % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 192,000.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 181,435.58

8. CURRENT PAYMENT DUE

\$ 10,564.42

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

Total changes approved in previous months by Owner

\$

Total approved this Month

\$

TOTALS

\$

NET CHANGES by Change Order

\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: PRAIRIE CONSTRUCTION CO.

By:

State of: Nebraska

Date: 12-30-2009

County of: Douglas

Subscribed and sworn to before

me this 30th day of December, 2009

Notary Public:

My Commission expires: 02-15-2010



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: LEO A DALY CO

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA<sup>®</sup> Document G702<sup>™</sup> – 1992 Instructions

## *Application and Certificate for Payment*

### GENERAL INFORMATION

#### **Purpose and Related Documents**

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

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### COMPLETING THE G702 FORM

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### EXECUTION OF THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



# AIA® Document G703™ - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: #00004  
APPLICATION DATE: 12/31/2009  
PERIOD TO: 12/31/2009  
ARCHITECT'S PROJECT NO: 09032

ARCHITECT'S PROJECT NO. 000000									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	18,559.00	18,002.23	556.77		18,559.00	100.00		
2	Performance Bond	2,058.00	2,058.00			2,058.00	100.00		
3	Demolition	3,056.00	3,056.00			3,056.00	100.00		
4	Steel	4,260.00	4,260.00			4,260.00	100.00		
5	Rough Carpentry	4,425.00	4,425.00			4,425.00	100.00		
6	Quartz Tops	6,204.00	6,204.00			6,204.00	100.00		
7	Trim Carpentry	563.00	563.00			563.00	100.00		
8	Casework	15,012.00	13,510.80	1,501.20		15,012.00	100.00		
9	Doors / Hardware	22,854.00	18,283.20	4,570.80		22,854.00	100.00		
10	Glass / Glazing	2,400.00	2,400.00			2,400.00	100.00		
11	Sealants	1,820.00	1,820.00			1,820.00	100.00		
12	Studs / Drywall / ACT	20,000.00	20,000.00			20,000.00	100.00		
13	Flooring	17,316.00	17,316.00			17,316.00	100.00		
14	Painting	4,240.00	4,240.00			4,240.00	100.00		
15	Glass Tiles	1,295.00	1,295.00			1,295.00	100.00		
16	Specialties	12,092.00	9,673.60	2,418.40		12,092.00	100.00		
17	Plumbing	3,862.00	3,862.00			3,862.00	100.00		
18	HVAC	17,240.00	17,240.00			17,240.00	100.00		
19	Fire Sprinkler	4,399.00	4,399.00			4,399.00	100.00		
20	Electrical	30,345.00	28,827.75	1,517.25		30,345.00	100.00		
	Totals	192,000.00	181,435.58	10,564.42		192,000.00	100.00		
CAUTION: You should sign an original AIA Contract Document on which this form is based.									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# Document G703™ – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

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### COMPLETING G703-1992

**Heading.** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

**Columns A, B & C.** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D.** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E.** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F.** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

**Column G.** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H.** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I.** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders.** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

**Construction Change Directives.** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 in A201.

*The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11		105,000	20,000	10,000	10,000	40,000		65,000	

**RESOLUTION NO. 10-87**

**RESOLUTION ACCEPTING THE COMPLETION OF THE COUNCIL BLUFFS PUBLIC LIBRARY  
TEEN CENTRAL PROJECT AND DIRECTING THE DIRECTOR OF FINANCE TO RELEASE  
THE RETAINAGE OF \$10,564.42 IN 30 DAYS.**

WHEREAS, Prairie Construction Company has completed the work required for the Teen Central Project;  
and

WHEREAS, the City of Council Bluffs City Council has been advised and does believe the contract has  
been completed.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE  
CITY COUNCIL OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

That Prairie Construction Company has successfully completed the Teen Central Project. That the  
Director of Finance be and is hereby authorized to release retainage of \$10,564.42 in 30 days.

**ADOPTED  
AND  
APPROVED     March 8, 2010**

---

Thomas P. Hanafan, Mayor

ATTEST:

---

Marcia L. Worden, City Clerk

## Council Communication

<b>Department:</b> Finance <b>Case/Project No.</b> n/a <b>Applicant:</b> Arthur Hill Finance Director	<b>Ordinance No.</b> _____ <b>Resolution No.</b> _____	<b>First Reading:</b> March 8, 2010
<b>Subject/Title</b>		
Receive and File Item: Audited financial statements for the fiscal year ending June 30, 2009.		
<b>Background/Discussion</b>		
<p>The city of Council Bluffs engages the Office of the Auditor of State, State of Iowa to conduct an audit of its financial statements for the primary purpose of expressing an opinion on the statements. In addition the auditors reviewed financial activity to determine the degree of compliance in accordance with OMB Circular A-133. Finally, the review included tests to determine the level of compliance with certain required statutory reporting.</p> <p>On February 24, Auditor of State David A. Vaudt released the audit report on the city of Council Bluffs.</p> <p>The report included an unqualified opinion on the financial statements. The audit reported noted no material instances of non-compliance, no material weaknesses in internal controls over major programs, and no audit findings that would require reporting in accordance with OMB Circular A-133.</p> <p>The report did note two significant deficiencies and three other findings related to statutory reporting. City staff has provided responses to each of these items and the responses were accepted by the auditors.</p>		
<b>Recommendation</b>		
Receive and file audited financial statements for the fiscal year ended June 30, 2009.		

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature



# FRASER STRYKER

PC LLO

LAWYERS

500 ENERGY PLAZA  
409 SOUTH 17TH STREET  
OMAHA, NEBRASKA 68102-2663  
TELEPHONE 402.341.6000  
FAX 402.341.8290  
WWW.FRASERSTRYKER.COM

RUSSELL A. WESTERHOLD  
DIRECT DIAL: 402.978.5339  
RWESTERHOLD@FRASERSTRYKER.COM

March 1, 2010

## SENT VIA CERTIFIED MAIL

Ms. Marcy Worden  
City Clerk, Council Bluffs Iowa  
209 Pearl Street  
Council Bluffs, IA 51503

Project: South 11th Street Storm Sewer Project, Council Bluffs, Iowa  
Owner: City of Council Bluffs, Iowa  
Contractor: Leazenby Construction, Inc.

Dear Ms. Worden:

With respect to the above-referenced project, enclosed please find the sworn Claim of Hydro Conduit Corporation d/b/a Rinker Materials Concrete Pipe Division ("Rinker Materials") pursuant to Iowa Code Chapter 573.

The claim of Rinker Materials relates to materials which were provided to the above-referenced project and for which Rinker Materials has not been paid by Leazenby Construction, Inc., the City's general contractor.

If you have any questions or concerns, please feel free to contact me.

Very truly yours,

  
Russell A. Westerhold  
FOR THE FIRM

Enc.

cc: Leazenby Construction, Inc.

533208

2010 MAR -2 P 2:48  
COUNCIL BLUFFS  
CITY CLERK

**CLAIM UNDER CHAPTER 573 IOWA CODE**

TO: THE CITY OF COUNCIL BLUFFS, IOWA

RE: SOUTH 11TH STREET STORM SEWER PROJECT

STATE OF NEBRASKA     )  
                                      )     ss.  
COUNTY OF DOUGLAS    )

I, Jeff Arnold, being duly sworn upon oath, do depose and state as follows:

1. I am the Regional Manager of Hydro Conduit Corporation d/b/a Rinker Materials Concrete Pipe Division, a Delaware corporation ("Rinker Materials"). I have personal knowledge of all matters set forth herein.

2. Rinker Materials supplied concrete pipe and other materials to Leazenby Construction, which concrete pipe and other materials were incorporated into improvements made by Leazenby Construction under its contract with the City of Council Bluffs, Iowa for the South 11<sup>th</sup> Street Storm Sewer Project, in Council Bluffs, Pottawattamie County, Iowa.

3. Leazenby Construction has failed to pay Rinker Materials for the material furnished for the South 11<sup>th</sup> Street Storm Sewer Project as set forth in the invoices attached hereto as Exhibit "A."

4. There is presently due and owing and unpaid from Leazenby Construction to Rinker Materials the sum of \$45,433.70 for materials incorporated by Leazenby Construction into the 11<sup>th</sup> Street Storm Sewer Project.

5. The general contractor, Leazenby Construction, has been duly notified during the course of the work of all materials furnished by Rinker Materials.

6. This claim is being submitted pursuant to Chapter 573 of the Code of Iowa. Demand is hereby made for payment to Rinker Materials as described herein, whether by the general contractor, its surety, or by the City of Council Bluffs, Iowa under Chapter 573 of the Code of Iowa.

DATED: FEBRUARY 27, 2010

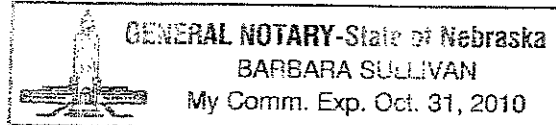
HYDRO CONDUIT CORPORATION d/b/a  
RINKER MATERIALS CONCRETE PIPE  
DIVISION  
8707 North 300th Street  
Valley, NE 68064

BY: Mr. Jeff Arnold  
ITS: Regional Manager

The foregoing instrument was acknowledged before me this 27th day of February, 2010, by Mr. Jeff Arnold, Regional Manager of Hydro Conduit Corporation d/b/a Rinker Materials Concrete Pipe Division, a Delaware corporation, on behalf of the corporation.

  
Notary Public

533052



FROM

(THJ) FEB 25 2010 10:39 ST. 10:25 No. 6310313337 P 2

YOUTH Layout 201 Page # 1

Sold to # 1066334 CO Code 7093  
City COMARCIL BLUFFSName HEARSTBY CONSTRUCTION  
Street SOUTH 11TH STREET STORM SEWER

02/25/2010 Time 08:10 User ID RSHULOVAN

F/Job # 13026565

2 SOUTH 11TH STREET STORM SEWER

Account	CNM	Stat	Bull	Doc	Reference	Doc	Type	PK	Tr	Date	EC	Amount	Print	Date	Address	Rec	Due	dt	Amount	Curr	Also	EC	Type
13026565	7090	H			9413257084	13416	1400322279	02	04	01/28/2010	2,955.66	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Invoice paid at less than full amount
13026565	7090	H			9418255652	9418280558	9418280558	RX	01	01/11/2009	2,955.66	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H			9418309730	9418309730	9418309730	RX	01	01/11/2009	2,948.88	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H			9418318927	9418318927	9418318927	RX	01	01/11/2009	5,724.59	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H			9418328475	9418328475	9418328475	RX	01	01/11/2009	5,990.15	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H			9418361543	9418361543	9418361543	RX	01	01/11/2009	26,835.36	12/10/2009	77	12/31/2009	55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H			9418516458	9418516458	9418516458	RX	01	01/11/2009	320.96	01/10/2010	46	01/31/2010	25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13026565	7090	H									45,433.70					0.00					0.00		
13026565	7090	H									45,433.70					0.00					0.00		

8.B.

EXHIBIT "A"

-116-



Concrete Pipe Division

# INVOICE

Date	11/11/09
Invoice No.	9418267084
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: Net 10th prox  
 Discount Amount: 0.00  
 Payment Due On: 12/10/09  
 Job No.: 13026565  
 Legal Address: SOUTH 11TH STREET STORM SEWER  
 Customer Job No.:  
 Account Number: 3060834

RINKER MATERIALS  
 PO BOX 73261  
 CHICAGO, IL 60673-3261

All Inquiries Call: 402-359-2111

FROM:

Rinker Materials  
 8707 N 300TH ST  
 VALLEY, NE 68064-0318

LEAZENBY CONSTRUCTION  
 1705 S 29TH STREET  
 COUNCIL BLUFFS, IA 51501

Number	Delivery Address	City	Zip Code
ED	SOUTH 11TH STREET STORM SEWER	COUNCIL BLUFFS	51503
3	8044139100	30" X 30" X 18" STORM SEWER TRE-PABRICAT	1.000
11/09	8044139100	30" X 12' RCP C76 CLIII GKT	60.000
11/09	8044140527	72" ISOPRENE OR GASKET	2.000
11/09	8044140527	72" X 8' F/TOP 26" OFFSET HOLE	1.000
11/09	8044140527	72" X 6' MANHOLE RISER	1.000
11/09	8044140527	30" X 12' RCP C76 CLIII GKT	43.000
Subtotal:	0.000 Yards	3,410.24 Material	0.00 Freight
		0.00 Other	0.00 Tax
			3,410.24 Total

*\$2856.66 this  
 due on  
 invoice*

Tons	Freight Total	Other	Sales Tax Total	Invoice Total
0.000	0.000	0.00	0.00	3,410.24

This invoice incorporates herein by reference Rinker's previously issued Credit Application, if any. Rinker's Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including any amendments or variations) as submitted with the invoice. Buyer agrees that unless otherwise stated, all on invoice quantities are approximate and not guaranteed. Buyer shall be responsible for obtaining all necessary permits and approvals for the work shown on this invoice.



Concrete Pipe Division

# INVOICE

Date	11/13/09
Invoice No.	9418280658
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: Net 10th prox  
Discount Amount: 0.00  
Payment Due On: 12/10/09  
Job No.: 13028565  
Legal Address: SOUTH 11TH STREET STORM SEWER  
Customer Job No.:  
Account Number: 3060834

Bill To:  
RINKER MATERIALS  
PO BOX 73261  
CHICAGO, IL 60673-3261

All Inquiries Call: 402-359-2111

Rinker Materials  
2267 N 300TH ST  
VALLEY, NE 68064-0318

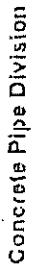
LEAZENBY CONSTRUCTION  
1705 S 29TH STREET  
COUNCIL BLUFFS, IA 51501

Number	Delivery Address	City	Zip Code
ED 9 8044154722	SOUTH 11TH STREET STORM SEWER	COUNCIL BLUFFS	51503
1001C54 54" X 12' RCP C76 CLIII GKT			
1284086 48" X 10" PIPS PLUG			
Subtotal:	0.000 Yards	0.00 Freight	0.00 Tax
		1,766.70 Material	0.00 Other
		24.000 PT	55.45
		2.000 PC	217.95
			0.00 Tax
			1,766.70 Total
			0.00
			0.00

0.000	Tons	0.000	Freight Total	0.00	Other	0.00	Sales Tax Total	0.00	Invoice Total	1,766.70
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This invoice represents a bill for materials and services provided by Rinker Materials. It is not a contract. The terms and conditions of sale are set forth in the Rinker Materials Standard Terms and Conditions of Sale, which are incorporated by reference into this invoice. The customer agrees to pay the amount shown on this invoice within the time specified. The customer agrees to indemnify and hold Rinker Materials harmless from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the use of the materials or services provided by Rinker Materials.

GE # 1



FROM :

(THJ) FEB 25 2010 10:39 ST. 10:25 No. 6310312337 P 5

Payment Due On: 12/10/09  
Job No.: 13025565  
Legal Address: SOUTH 11TH STREET STORM SEWER  
Customer Job No.:  
Account Number: 3060834

DETAIL IDENTICAL TO MAILED COPY

**Terms:** Net 10th prox  
**Discount Amount:** 0.00  
**Payment Due On:** 12/10/09  
**Job No.:** 13025565  
**Legal Address:** SOUTH 11TH  
**Customer Job No.:**  
**Account Number:** 3060834

it To:  
RINKER MATERIALS  
PO BOX 73261  
CHICAGO, IL 60673-3261  
All Inquiries Call: 402-359-2111

[illegible]

This invoice incorporates Terms, by reference, previously accepted Credit Approvals, if any, Sellers Standard Terms and Conditions, Seller's Quotation (including limitations of warranty), and any applicable laws, regulations, orders, and decrees. Buyers warrant that all purchases are for their own use and not for resale.



Concrete Pipe Division

# INVOICE

Date	11/19/09
Invoice No.	9418318827
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: Net 10th prox  
 Discount Amount: 0.00  
 Payment Due On: 12/10/09  
 Job No.: 13026565  
 Legal Address: SOUTH 11TH STREET STORM SEWER  
 Customer Job No.:  
 Account Number: 3060834

Ship To:  
 RINKER MATERIALS  
 PO BOX 73261  
 CHICAGO, IL 60673-3261  
 All Inquiries Call: 402-359-2111

Rinker Materials  
 8707 N 300TH ST  
 WALLEY, NE 68064-0218

LEAZENBY CONSTRUCTION  
 1705 S 29TH STREET  
 COUNCIL BLUFFS, IA 51501

Number	Delivery Address	City	Zip Code
ED 9 8044230373	SOUTH 11TH STREET STORM SEWER	COUNCIL BLUFFS	51503
19/09 8044230373	1181068 30" x 10" x 24" STORM SEWER TRE-FABRICAT	PC	1.000
19/09 8044231569	1186491 30" x 12" RCP C76 CL111 GKT	FT	60.000
19/09 8044231569	1001054 54" x 12" RCP C76 CL111 GKT	FT	36.000
19/09 8044231569	1181305 18x4' CL3 C76 R3 RCP	FT	5.000
19/09 8044232236	1001054 54" x 12" RCP C76 CL111 GKT	FT	36.000
Subtotal:	0.000 Yards	5,724.99 Material	0.00 Freight
		0.00 Other	0.00 Tax
		5,724.99 Total	

(THU) FEB 25 2010 10:40 ST. 10:25 No. 6310313337 P 5

0.000	Tons	0.000	Freight Total	0.00	Other	0.00	Sales Tax Total	0.00	Invoice Total	5,724.99
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This Invoice/Work Order is to be used by the Buyer's previous Credit Application. Any Sales Standard Terms and Conditions, Sales Order Confirmation (including Instructions of Materials), and any other documents related to this transaction are hereby incorporated by reference into this invoice.





Concrete Pipe Division

# INVOICE

Rinker Materials  
8707 N 300TH ST  
VALLEY, NE 68064-0318

LEAKENBY CONSTRUCTION  
1705 S 29TH STREET  
COUNCIL BLUFFS, IA 51501

Date	11/20/09
Invoice No.	9418326475
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: Net 10th prox  
Discount Amount: 0.00  
Payment Due On: 12/10/09  
Job No.: 13026565  
Legal Address: SOUTH 11TH STREET STORM SEWER  
Customer Job No.:  
Account Number: 3060834

Bill To:  
RINKER MATERIALS  
PO BOX 73261  
CHICAGO, IL 60673-3261  
All Inquiries Call: 402-359-2111

Number	Delivery Address	City	Zip Code
ED			
3 8044246657	SOUTH 11TH STREET STORM SEWER	COUNCIL BLUFFS	51503
20/09 8044247240	1001054 54" x 12' RCP C76 CL111 GKT	36.000	PT
20/09 8044247240	1183068 30" x 30" x 12" STORM SEWER TEE-FABRICAT	1.000	PC
20/09 8044247240	1183068 30" x 30" x 12" STORM SEWER TEE-FABRICAT	1.000	PC
20/09 8044247240	1183068 30" x 30" x 24" STORM SEWER TEE-FABRICAT	1.000	PC
20/09 8044247240	1212042 GASNET 30 PROFILE	79.000	PC
20/09 8044247240	1337327 30" x 8' CL 3, 443 GASNETED RCP	40.000	PT
20/09 8044247555	1001054 54" x 12' RCP C76 CL111 GKT	36.000	PT
Subtotal:	0.000 Yards 0.000 Tons	5,980.15 Material	0.00 Tax
		0.00 Freight	0.00 Other
		55.45	55.45
		371.52	371.52
		371.52	371.52
		371.51	371.51
		0.00	0.00
		21.93	21.93
		55.45	55.45
		1,996.20	1,996.20
		36.000	36.000
		5,980.15 Total	5,980.15





Concrete Pipe Division

# INVOICE

Rinker Materials  
8907 N 300TH ST  
VALLEY, NE 68064-0318

LEAZENEY CONSTRUCTION  
1705 S 29TH STREET  
COUNCIL BLUFFS, IA 51501

Date	12/30/09
Invoice No.	9418516458
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: Net 10th prox  
Discount Amount: 0.00  
Payment Due On: 01/10/10  
Job No.: 13026565  
Legal Address: SOUTH 11TH STREET STORM SEWER  
Customer Job No.:  
Account Number: 3060834

Bill To:  
RINKER MATERIALS  
PO BOX 73261  
CHICAGO, IL 60673-3261  
All Inquiries Call: 402-359-2111

Number	Delivery Address	City	Zip Code
9 8044318054	SOUTH 11TH STREET STORM SEWER	COUNCIL BLUFFS	51503
1201025	JOINT RASTIC, 50AL		
1276001	30" X 6" FBS GRATE		
1352568	30" X 6.5" FBS INLET CNT		
Subtotal:	0.000 Yards	0.000 Tons	320.96 Material
		0.00 Freight	0.00 Tax
		9.88	22.64
		135.96	116.96
		174.36	174.16
		0.00 Other	320.96 Total

Tons	Freight Total	Other	Sales Tax Total	Invoice Total
0.000	0.000	0.00	0.00	320.96



## Concrete Pipe Division

Acknowledgement 0040763428

Customer PO # VERBAL/ED

SELLER: Hydro Conduit Corporation d/b/a Rinker Materials Concrete Pipe Division

Valid from: 07/21/2009

Sales Office: Omaha

Valid to: 12/31/2010

Sales Employee: RICK PHILLIPS

Terms of Sale: Net 10th prox

Delivery Terms: Delivered

Customer Job #:

8707 NORTH 300TH ST

VALLEY, NE

402-359-2111

402-359-2138 (fax)

Prepared for: 0003060834

LEAZENBY CONSTRUCTION

1705 S 29TH STREET

COUNCIL BLUFFS IA 51501

USA

Ship To: 0003060834

LEAZENBY CONSTRUCTION

SOUTH 11TH STREET STORM SEWER

COUNCIL BLUFFS IA 51503

USA

Bill To: 0003060834

LEAZENBY CONSTRUCTION

1705 S 29TH STREET

COUNCIL BLUFFS IA 51501

USA

WE ACKNOWLEDGE RECEIPT OF YOUR ORDER FOR THE ITEMS LISTED BELOW, AT THE PRICES STATED IN OUR QUOTATION. YOUR ORDER IS ACCEPTED BASED SOLELY ON THE ORDER CONFIRMATION STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY CONTAINED IN YOUR PURCHASE ORDER, WHICH ARE HEREBY EXPRESSLY REJECTED.

Item	QTY	Material	Description	Price	Per UOM	Total
10	11.000 FT	1183601	12" x 8" RCP C76 CLIV TG	4.87	1 FT	51.37
20	682.000 FT	1181307	18" x 8" RCP C76 CLIII TG	6.41	1 FT	4,371.62
30	29.000 FT	1181421	24" x 8" RCP C76 CLIII TG	9.66	1 FT	280.14
40	10.000 FT	1181866	27" x 8" RCP C76 CLIII TG	11.09	1 FT	110.90
50	1,238.000 FT	1024626	30" x 8" RCP C76 CLIII GKT	21.83	1 FT	26,981.88
60	159.000 FT	1001044	48" x 12" RCP C76 CLIII GKT	46.11	1 FT	7,331.49
70	937.000 FT	1001054	54" x 12" RCP C76 CLIII GKT	55.45	1 FT	51,956.43
80	1,915.000 FT	1182480	66" x 12" RCP C76 CLIII GKT	76.67	1 FT	146,822.74
90	48.000 FT	1001054	54" x 12" RCP C76 CLIII JACK PIPE	72.27	1 FT	3,468.96
(JACK PIPE O.D. = 66 1/2", INCLUDED EXTERNAL JACKING BAND)						
100	1 PC	1284086	48" x 10" PIPE PLUG	217.94	1 PC	217.94
110	17 PC	1353559	18" x 6.5" FES OUTLET TG	130.77	1 PC	2,223.09
120	17 PC	1275997	18" x 6" FES GRATE	74.47	1 PC	1,265.99
130	1 PC	1352521	30" x 6.5" FES OUTLET GKT	174.36	1 PC	174.36
140	1 PC	1276001	30" x 6" FES GRATE	118.96	1 PC	118.96
150	2 PC	1186576	72" x 48" MANHOLE RISER	268.80	1 PC	537.60
(72" M.H. - \$67.20/PI)						
160	2 PC	1183479	72" x 8" F/TOP 26" OFFSET HOLE	277.88	1 PC	555.76
170	6 PC	1183696	66" x 66" x 18" STORM SEWER TEE-FABR	443.16	1 PC	2,658.96
(PRICE IS FOR TEE-FABRICATION ONLY)						



## Concrete Pipe Division

Acknowledgement 0040763428

Customer PO # VERBAL/ED

Prepared for:  
LEAZENBY CONSTRUCTION

Item	QTY	Material	Description	Price	Per UOM	Total
190	1 PC	1183696	66" x 66" x 24" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY)	443.16	1 PC	443.16
190	4 PC	1183696	66" x 66" x 24" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY, TYPE 3 GRATE NOT INCLUDED)	443.16	1 PC	1,772.64
200	2 PC	1183688	54" x 54" x 18" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY)	328.74	1 PC	657.48
210	2 PC	1183688	54" x 54" x 18" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY, TYPE 3 GRATE IS NOT INCLUDED)	328.74	1 PC	657.48
220	1 PC	1183068	30" x 30" x 12" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY)	196.88	1 PC	196.88
230	3 PC	1183068	30" x 30" x 18" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY)	196.88	1 PC	590.64
240	6 PC	1183068	30" x 30" x 24" STORM SEWER TEE-FABR (PRICE IS FOR TEE-FABRICATION ONLY, TYPE 3 GRATE IS NOT INCLUDED)	196.89	1 PC	1,181.34

QUANTITIES ARE APPROXIMATE. RELY ON OWN TAKEOFF.

PRICES ARE BASED ON TRUCKLOAD QUANTITIES.

CONTRACTOR TO UNLOAD ALL RCP 66" DIA. & LARGER, ROUND EQUIVALENT RCP, 12 FT RCP,  
BOX CULVERT, MANHOLE COMPONENTS & FLARED END SECTIONS. RAM-NEK \$57.84/BOX.  
ADD \$30.55 FOR 5-GAL PAIL OF MASTIC. JOINT COUPLERS ARE \$82.55/SET.

26" DIA. RISERS ARE AVAILABLE AT:

26" X 48", 32", AND 16"

\$80.31/VF

26" X 8"

\$55.32/EA

26" X 4"

\$47.46/EA

THIS IS A PACKAGE PROPOSAL. BY ACCEPTANCE, THE BUYER AGREES THEY WILL  
PURCHASE ALL ITEMS ENUMERATED HERIN FROM THE SELLER IN SUCH QUANTITIES  
AS ARE REQUIRED TO COMPLETE THE PROJECT. PRICING FOR SEPARATE PRODUCTS  
AVAILABLE UPON REQUEST.

Acknowledgement Total

254,625.81

SALES TAX NOT INCLUDED



## Concrete Pipe Division

Acknowledgement 0040763428

Customer PO # VERBAL/ED

Prepared for:  
LEAZENBY CONSTRUCTION*Pending Award of Contract*Accepted this 21 day of July 2009  
upon Seller's attached Standard Terms and Conditions.Firm: Leazenby CoastSignature: Ed LeazenbyPrint Name: Ed LeazenbyTitle: PresidentTAX EXEMPT ☒ YES ☐ NO

## Acknowledgement 0040763428

## STANDARD TERMS AND CONDITIONS

Document date: 07/21/2009

- 1. PARTIES.** Buyer ("Buyer") acknowledges, understands and agrees that, by accepting this Quotation ("Quotation") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by Hydrex Conduit Corporation d/b/a Hydrex Materials Concrete Pipe Division and all of its divisions, subsidiaries, affiliates, officers, assigns, associated or affiliate companies, corporations, partnerships, successors, and assigns ("Seller"). Buyer's Credit Application, if any, this Quotation including these Standard Terms and Conditions, and Seller's order confirmation, if any, shall form the sole agreement ("Agreement") under which Buyer shall purchase goods, materials and services ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.
- 2. APPLICABILITY.** This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases of the Materials set forth in this Quotation.
- 3. BUYER REPRESENTATIONS.** Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached, either as part of this Agreement or previously provided with Buyer's Credit Application, if any, accurately reflects the current financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained herein is material and given to induce the Seller to provide credit.
- 4. TECHNICAL ASSISTANCE.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
- 5. LIMITED WARRANTY AND LIABILITY DISCLAIMER.** Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in this Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in this Quotation, if any. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and specifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, in repair or to replace any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.** Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.
- 6. CLAIMS.** Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim.
- 7. LIMITATION OF LIABILITY.** Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.
- 8. INDEMNIFICATION BY BUYER.** To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted in paragraph 3 above, it will indemnify and hold harmless Seller from and for or
- property damage, or economic losses of Buyer or its employees, agents, representatives or any other person or entity provided, however, that Buyer's duty hereunder shall not arise if such claims, demands or liability are caused by the willful misconduct of Seller.
- 9. DELIVERY AND INDEMNIFICATION.** Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to erect a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.
- 10. DELIVERY SITE CONDITIONS.** Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unfeasible or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to product, property or for unattended delivery tickets.
- 11. DELAYS.** If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other acts of God, war, terrorism, riot, insurrection or other civil disturbances, strikes, lockouts or other labor disturbances, shortages or allocation of raw materials, power outages or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.
- 12. QUANTITIES.** The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoices charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.
- 13. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE.** Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash in Advance" (C.I.A.). Buyer agrees, upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.
- 14. CREDIT.** Should Buyer's account be opened and approved with a credit account, this account, as opened from time to time, applies to the total purchases and can be extended at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.
- 15. PAYMENT.** Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of offset or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the minimum rate permitted by law, for each thirty (30) day period of delay or part thereof to cover Seller's increasing costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere

## Acknowledgement 0040763428

Document date: 07/21/2009

## STANDARD TERMS AND CONDITIONS

shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

By Buyer, Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

14. **OFFSET AND/OR SETOFF.** Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.

23. **MISCELLANEOUS.** Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer, other electronic means or otherwise.

17. **PAST DUE ACCOUNTS.** Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement, (2) payment in advance of at the time of delivery of all future accounts to become due under this Agreement, and/or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

24. **QUOTATION TERMS AND CONDITIONS.**

**A. PRICES.** Unless stated otherwise herein, prices for the Materials quoted are subject to material availability at the time of Quotation and shall remain firm for a period of thirty (30) days after the date of the Quotation. Thereafter, prices for the Materials quoted are subject to change by Seller. Prices quoted are based on minimum truckload lots and are subject to increase should Buyer request delivery in lots smaller than truckload. Prices are applicable only to the job quoted, are available only to the Buyer specifically named herein, and are only for the quantities stated herein.

18. **TAXES.** In the absence of an exemption or receipt certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.

**H. TESTS.** Seller reserves the right to levy an additional charge on Buyer for any tests not required by project plans and specifications provided by Buyer to Seller at the time of Quotation that Buyer may require to be performed on the Materials sold under this Agreement. Failure of Buyer to witness any tests shall be deemed a waiver by Buyer of its right to do so and of any right to require repetition of such tests, and Buyer shall be deemed to have accepted any such test results as sufficient to meet its specifications.

19. **TITLE & RISK OF LOSS.** Title and risk of loss in the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

**C. DELIVERY DATE.** In the absence of a specific delivery date on this Quotation, Seller will commence delivery of the Materials on a date and at a rate mutually agreed upon by both Seller and Buyer. Unless otherwise set forth herein, Buyer shall perform unloading of the Materials and any special fittings, both at its sole expense. Seller reserves the right to charge Buyer at the applicable rate for any waiting time at the jobsite in excess of one (1) hour.

20. **INSURANCE.** To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and noncontributory.

**D. RETURNS.** Standard Materials sold under this Agreement may be returned for credit only with Seller's prior written consent and only if, in Seller's sole opinion, the Materials to be returned are in re-salable condition. Seller will deduct from any such credit all loading and unloading costs, and any costs of repair and delivery costs to and from Buyer's jobsite that were paid by Seller. Custom-designed and special items of other than normal and standard design regularly sold by Seller cannot be returned.

21. **MODIFICATION OF TERMS.** No employee or agent of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence of effect of any of these Standard Terms and Conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or Regional Manager and no other employee nor any other person has the authority to alter or vary any of all of these terms and conditions.

**E. ACCEPTANCE.** If Buyer does not accept this Quotation by an authorized signature on the Quotation form during the time period set forth in Section A above and Seller ships such Material upon Buyer's request, whether written or verbal, then Buyer's acceptance of such Materials shall operate as an acceptance of the price and the Standard Terms and Conditions stated herein.

22. **ASSIGNMENT.** Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

23. **NOTICE.** Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the Seller office set forth on this Quotation, with a copy to Seller c/o Ryder Materials, P. O. Box 24266, West Palm Beach, FL 33416-4636.

24. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its full meaning and not strictly for or against any Party.

25. **VENUE AND CHOICE OF LAW.** The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action arises. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

26. **ENTIRE AGREEMENT.** This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supercedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.



RETURN TO: CITY OF COUNCIL BLUFFS, IOWA  
ATTN: CITY LEGAL DEPARTMENT  
OR CITY CLERK  
209 PEARL STREET  
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. \_\_\_\_\_

### NOTICE OF CLAIM/LOSS

(H) 256-7990  
(W) 240-2889  
(C) 290-7128

NAME OF CLAIMANT: RANDY L. BAXTER

DAY PHONE: \_\_\_\_\_

ADDRESS: 203 HAPPY HOLLOW CIRCLE Co. Bluffs

DOB: 12/6/1966

DATE & TIME OF LOSS/ACCIDENT: 12/24-12/25 EARLY AFTERNOON / MORNING

LOCATION OF LOSS/ACCIDENT: SAME ADDRESS AS ABOVE

DESCRIPTION OF LOSS/ACCIDENT: CITY SAWY REMOVAL VEHICLE HIT THE MAIL BOX AND DAMAGED IT - CONTACT WAS MADE BY THE PLANE AND BECAUSE THE MAILBOX WAS MADE OF PLASTIC IT BROKE / CRACKED IN NUMEROUS PLACES -

TOTAL DAMAGES CLAIMED: \$ \$177.94 (USE BACK OF FORM, IF NECESSARY)

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Michelle Cowan  
202 Happy Hollow Circle Co Bluffs 51503  
(H) 712-723-8819

WAS POLICE REPORT FILED YES ☒ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

N/A

2008 FEB 17 PM 3:51  
COUNCIL BLUFFS  
CITY CLERK

HAS IT  
HAVE YOU RESUMED NORMAL ACTIVITIES? YES ☒ NO TAPED AND BAINED BACK TOGETHER

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY

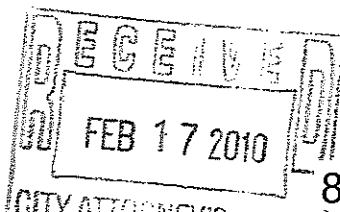
OTHER RELEVANT INFORMATION: CRACKED / BROKE IN NUMEROUS PARTS AND THE LETTER HOLDER WAS SEVERELY AND KNOCKED OFF IT BASE

LIST INSURANCE PROVIDER AND COVERAGE: N/A

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

DATE 1/8/2010



[Signature]  
CLAIMANT'S SIGNATURE

Use Your  2%  
BIG CARD REBATE  
**MENARDS®**

MENARDS - CNCL BLFFS  
3200 Manawa Centre Dr  
Council Bluffs, IA 51

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 03/27/10



Sale Transaction

CLASSIC POST MOUNT C	
2150314	44.80
TOTAL	44.80
TAX AT 7%	3.14
TOTAL SALE	47.94
M/C 6731	47.94
02594P	

TOTAL NUMBER OF ITEMS = 1

GUEST COPY

The Cardholder acknowledges receipt of  
goods/services in the total amount shown  
hereon and agrees to pay the card issuer  
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP  
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Laura

63702 06 7065 12/27/09 12:27PM 3082

# State Farm Insurance Companies



State Farm Insurance  
Subrogation Services  
PO Box 2371  
Bloomington, IL 61702-2371

February 10, 2010

## Certified Mail-Return Receipt Requested

Council Bluffs City  
Legal Department  
209 Pearl St  
Council Bluffs, IA 51503

RE: Claim Number: 27-7852-787  
Our Insured: Craig Smith  
Date of Loss: September 20, 2009  
Your Insured: Council Bluffs City  
Your Insured Driver:  
Your Claim Number:  
Your Policy Number:  
Loss Location: Washboard Rd  
Council Bluffs, IA

COUNCIL BLUFFS  
CITY CLERK  
2010 FEB 16 P 3:33

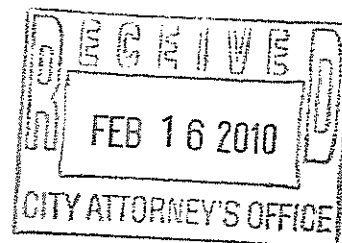
Dear Sir / Madam:

Facts of Loss: INSURED WAS ON A GROUP RIDE, MOTORCYCLIST IN FRONT OF INSURED AND THEN THE INSURED BOTH HIT THE POTHOLE.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$2,683.80
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$2,683.80
Insured Deductible	\$500.00
Total Claim Amount	\$3,183.80



Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State

Page 2  
February 10, 2010

Farm Mutual Automobile Insurance Company for this loss is  
\$3,183.80.

Please remit payment of this claim and include our claim number on the payment. If you have any questions, please call (877) 457-8276 and any member of Team #60 may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,

*R. Perno*

Ryan Perno x39150  
Claim Processor  
(877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company  
Enclosure(s)



RBZ0006Z  
date: 02-12-10

page: 1

route to: Josh Oltman

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

## AUTO PAYMENTS BY COL

claim number  
27-7852-787  
named insured  
SMITH, CRAIG

policy number  
0633-937-27A  
date of loss  
09-20-09

COL 403

C denotes consolidated payment

E denotes EFT payment

P denotes previous data

COL: 403 indemnity: 2,683.80 dir rcov: 0.00 expense: 0.00

payment number	payee	amount	status	COL	pay cd	rsn	reporting party
106719840J	CRAIG SMITH & J	2,683.80	PAID	403	1		Named Insu



RBZ00032  
date: 02-12-10  
time: 10:42 AM

route to: Oltman, Josh

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

## VEHICLE DAMAGE REPORT

claim number

27-7852-787

date of loss  
09-20-09

```
*****  
* Estimate Vehicle Info *  
*  
* Vehicle Owner: SMITH, CRAIG *  
* Vehicle Description: 08 DUCATI 848 SUPSPORT RED *  
*  
*****
```

STATE FARM INSURANCE COMPANIES  
 500 SOUTH 84TH STREET LINCOLN, NE 68510-2611  
 SUPPLEMENT FAX: (MN,WI) 800-230-1949  
 SUPPLEMENT FAX: (IA,NE,ND,SD) 800-455-9697  
 \*\*\* ESTIMATE \*\*\*

01/27/2010 03:29 PM

Owner  
 Owner: CRAIG SMITH  
 Address: 5715 N 79TH ST  
 City State Zip: OMAHA, NE 68134-2005  
 Home/Day: (402)938-6373  
 Control Information  
 Claim # : 27-7852-78701  
 Loss Date/Time: 09/20/2009 06:00 AM  
 Loss Type: Collision  
 Deductible: \$500.00

Ins. Company: State Farm  
 Insured: CRAIG SMITH  
 Work/Day: (402)938-6373  
 Claim Rep: Processor Team 5  
 Work/Day: (888)248-6961

Inspection  
 Inspection Date: 01/27/2010 03:28 PM  
 Inspection Type: Field  
 Address: 3615 So 149th  
 City State Zip: Omaha, NE 68134  
 Primary Impact: Right Side  
 Driveable: Yes  
 Received Date/Time: 01/25/2010 07:38 AM  
 Appointment Date/Time: 01/26/2010 08:00 AM

Appraiser Name: Shelly Marsolek

Vehicle

Motorcycle - 2008 DUCATI 848 SUPERSPORT  
 Lic.Plate: RCD054 Lic State: NE  
 Lic Expire: 05/2010 VIN: ZDM1XBGV58B002442  
 Prod Date: Mileage: 6,123  
 Veh Insp# : Mileage Type: Actual  
 Condition: Code: T999Z6

Ext. Refinish: Two-Stage  
 Ext. Color: RED  
 Int. Refinish: Two-Stage

Damages

Ln#	Op	GDE	Description	MFR.Part No.	Price	AJ%	B%	HRS	R
1	E	25	Fairing, Upper	NEW PART	626.99*			1.5*	ME
2	N		HAZARDOUS WASTE DISP	ADDITIONAL OPERA	5.00*				SM
3	E		RH LOWER FAIRING	Replace OEM	420.99*			1.0*	ME*
4	I		SEMICARENA	Repair				3.0*	ME*
5	L		SEMICARENA	Refinish				2.0*	RF*

Motorcycle - 2008 DUCATI 848 SUPERSPORT 01/27/2010 03:47 PM  
 Page 1 of 3

Claim # : 27-7852-78701 01/27/2010

6 RI	SEMICARENA	R & I Assembly		2.0* ME*
>> INCL ALL R&I'S				
7 I	TAILGUARD	Repair		1.5* ME*
8 L	TAILGUARD	Refinish		1.8* RF*
9 RI	TAILGUARD	R & I Assembly		2.0* ME*
>> INCL ALL R&I'S				
10 E	BRAKE LEVER	Replace OEM	116.99*	0.3* ME*
11 E	RH MIRROR	Replace OEM	204.99*	INC* ME*
12 E	BRAKE PEDAL	Replace OEM	116.99*	INC* ME*
13 E	RH FOOT PEG	Replace OEM	32.99*	INC* ME*
14 E	REPLACEMENT PUCK	Replace OEM	36.95*	INC* ME*
15 E	BAR END PROTECTOR RE	Replace OEM	50.99*	0.5* ME*
16 L	FRAME	Refinish		0.8* RF*
17 E	DECALS	Replace OEM	75.00*	0.5* ME*
17 Items				

# Estimate Total & Entries

Gross Parts				\$1,682.88
Other Parts				\$5.00
Paint Materials				\$147.20
Parts & Material Total				\$1,835.08
Tax on Parts & Material	@	7.000%		\$128.46
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs
Sheet Metal (SM)	\$48.00			
Mech/Elec (ME)	\$80.00	7.8	4.5	12.3
Frame (FR)	\$65.00			
Refinish (RF)	\$48.00	4.6		4.6
Paint Materials	\$32.00			
Labor Total	16.9	Hours		\$1,204.80
Tax on Refinish Labor	@	7.000%		\$15.46
Gross Total				\$3,183.80
Less: Deductible				\$500.00-
Net Total				\$2,683.80

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code:

68104 OMAHA/COUNCIL BLUFFS

Recycled Parts NOT APPLICABLE

Audatex Estimating 6.0.217 ES 01/27/2010 03:47 PM REL 6.0.217 DT 01/01/2010

Copyright (C) 2009 Audatex North America, Inc.

THIS IS AN ESTIMATE. REPAIR FACILITES MUST INSPECT THE VEHICLE TO DETERMINE

IF ANY REPAIRS NOT LISTED ARE REQUIRED, AND TO CONTACT STATE FARM BEFORE MAKING SUCH REPAIRS. REPAIRER ALSO IS RESPONSIBLE FOR CONDUCTING ANY NECESSARY

INSPECTION AND SAFETY CHECKS PRIOR TO AND AFTER COMPLETING REPAIRS.

## Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = ** NON-OEM PART	ET = Partial Replace Labo	EP = ** NON-OEM PART
EU = RECYCLED PART	TE = Partial Replace Pric	PM = REMAN/REBUILT PART
UM = REMAN/REBUILT PART	L = Refinish	PC = RECOND PART
UC = RECOND PART	TT = Two-Tone	SB = Sublet Repair
N = ADDITIONAL OPERATION	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	RP = RP-RELATED PRIOR	

This report contains proprietary information of Audatex and may

Motorcycle - 2008 DUCATI 848 SUPERSPORT 01/27/2010 03:47 PM

Page 2 of 3



Claim # : 27-7852-78701 01/27/2010

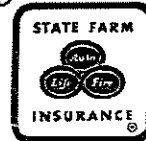
not be disclosed to any third party (other than the insured,  
claimant and others on a need to know basis in order to  
effectuate the claims process) without Audatex's prior written  
consent.

Copyright (C) 2009 Audatex North America, Inc.

Motorcycle - 2008 DUCATI 848 SUPERSPORT 01/27/2010 03:47 PM  
Page 3 of 3

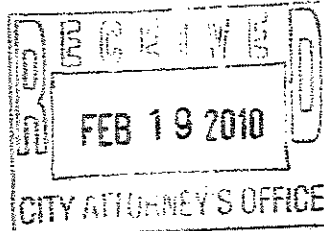
# State Farm Insurance Companies

10-PW-1469



February 15, 2010

City Of Council Bluffs  
209 Pearl St  
Council Bluffs, IA 51503-0826



State Farm Insurance  
Subrogation Services  
PO Box 2371  
Bloomington, IL 61702-2371

RE: Claim Number: 15-3503-246  
Date of Loss: January 13, 2010  
Our Insured: Ronald Coffey

Dear Sir/Madam:

We are writing to you regarding a loss sustained by our insured.

Our insured vehicle sustained damage after it struck a pothole at  
Mc Pherson Ave in front of retirement home, Council Bluffs, IA.  
Our damage documentation is enclosed for your review.

Our investigation indicates you are responsible for this claim.  
Therefore, we are seeking recovery from you. This letter is to  
notify you of our subrogation claim and request your cooperation  
in settling this matter.

Please remit payment of this claim, or contact us to discuss  
settlement. Thank you for your cooperation.

Sincerely,

*E. Farina*

Eileen Farina x48329  
Claim Processor  
(877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company

2010 FEB 19 1:59 PM  
COUNCIL BLUFFS  
CITY CLERK



RBZ0006Z  
date: 02-16-10

page: 1

route to: Josh Oltman

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

## AUTO PAYMENTS BY COL

claim number  
15-3503-246  
named insured  
COFFEY, RONALD

policy number  
0449-238-15A  
date of loss  
01-13-10

COL 403

C denotes consolidated payment  
P denotes previous data

E denotes EFT payment

COL: 403 indemnity: 536.44 dir rcov: 0.00 expense: 0.00

payment number	payee	amount	status	COL	pay cd	rsn	reporting party
E 106719971K	RHODEN AUTO CEN	536.44	PAID	403	1		Named Insu



RBZ00032  
date: 02-16-10  
time: 09:46 AM

route to: Oltman, Josh

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

## VEHICLE DAMAGE REPORT

claim number

15-3503-246

date of loss  
01-13-10

```
*****  
* Estimate Vehicle Info *  
*  
* Vehicle Owner: COFFEY, RONALD *  
* Vehicle Description: 04 CHRY PT CRUISER TOURI 4D WGN BLACK *  
*  
*****
```

01/29/2010 AT 11:40 AM  
21429

JOB NUMBER: 3160

RHODEN AUTO CENTER  
FEDERAL ID #:930732885  
COMMITMENT TO EXCELLENCE !  
3400 SOUTH EXPRESSWAY  
COUNCIL BLUFFS, IA 51501  
(712)366-9400 FAX: (712)366-6445

SUPPLEMENT OF RECORD 2 WITH SUMMARY

WRITTEN BY: WALLY BANKS 01/29/2010 11:40 AM  
ADJUSTER: PROCESSOR TEAM 5 (402)486-5000

INSURED: RONALD COFFEY  
OWNER: RONALD COFFEY  
ADDRESS: 27 BONNIE BRAE CIR  
COUNCIL BLFS, IA 51503-7753  
EVENING: (712)322-2139

CLAIM #15-3503-24601  
POLICY #  
DEDUCTIBLE: \$100.00  
DATE OF LOSS: 01/13/2010 AT 06:00 PM  
TYPE OF LOSS: COLLISION  
POINT OF IMPACT: 1. RIGHT FRONT

INSPECT RHODEN AUTO CENTER  
LOCATION: 3400 SOUTH EXPRESSWAY  
COUNCIL BLUFFS, IA 51501

BUSINESS: (712)366-9400

INSURANCE STATE FARM INSURANCE COMPANIES  
COMPANY: 222 S 84TH ST.  
LINCOLN, NE 68510

BUSINESS: (402)486-5000  
1 DAYS TO REPAIR

VEHICLE DROP OFF DATE:01/21/2010  
REPAIR COMPLETION DATE:01/21/2010  
PROMISE DATE:01/21/2010

REPAIR START DATE:01/21/2010  
VEHICLE PICK UP/RETURN DATE:01/21/2010

2004 CHRY PT CRUISER TOURING 4-2.4L-T 4D WGN BLACK INT:BLACK  
VIN: 3C4FY58814T218175 LIC: 750 NIS IA PROD DATE: 08/2003 ODOMETER: 95599  
5 SPEED TRANSMISSION OVERDRIVE BUCKET SEATS  
CLOTH SEATS POWER STEERING TILT WHEEL  
POWER BRAKES 4 WHEEL DISC BRAKES TINTED GLASS  
REAR DEFOGGER POWER WINDOWS REAR WINDOW WIPER  
ALUMINUM/ALLOY WHEELS AM RADIO FM RADIO  
STEREO SEARCH/SEEK CD PLAYER  
POWER LOCKS AIR CONDITIONING CRUISE CONTROL  
DRIVER AIR BAG PASSENGER AIR BAG DIGITAL CLOCK  
INTERMITTENT WIPERS POWER MIRRORS DUAL MIRRORS  
BODY SIDE MOLDINGS ALARM FOG LAMPS  
KEYLESS ENTRY CLEAR COAT PAINT

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		WHEELS					
2		REPL VALVE STEM	1		3.45	0.0	0.0
N 3*	S01	REPL RT/Front WHEEL, ALLOY 16"	1		492.00*	M 0.3	0.0
		WHEEL W/CHROME					
4#		MOUNT AND BALANCE	1		15.00	0.0	0.0
5#		SUBL ALIGMENT	1		69.95	T 0.0	0.0

01/29/2010 AT 11:40 AM  
21429

JOB NUMBER: 3160

SUPPLEMENT OF RECORD 2 WITH SUMMARY  
2004 CHRY PT CRUISER TOURING 4-2.4L-T 4D WGN BLACK INT:BLACK

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
6#	S02	***FINAL BILL***FINAL BILL***	1		0.00	0.0	0.0
SUBTOTALS ==>					580.40	0.3	0.0

LINE 3 : USED WHEEL CAME IN DAMAGED

ESTIMATE NOTES:

AMERICAN AUTO PARTS Q# 100058 NO USED WHEEL.

UNITED Q# 84056 USED WHEEL HAS DAMAGE AND RETURNED. 1/15/10

KOSISKI Q# 120769 USED WHEEL HAS DAMAGE AND RETURNED. 1/19/10

ORDERED NEW WHEEL FOR CUSTOMER. 1/19/10

PARTS			510.45
BODY LABOR	0.3 HRS	@ \$ 48.00/HR	14.40
SUBLET/MISC.			69.95
SUBTOTAL			\$ 594.80
SALES TAX	\$ 594.80	@ 7.0000%	41.64
GRAND TOTAL			\$ 636.44
ADJUSTMENTS:			
DEDUCTIBLE			100.00
CUSTOMER PAY			\$ 100.00
INSURANCE PAY			\$ 536.44

WE WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PREPARE  
A DAMAGE ESTIMATE ON YOUR VEHICLE & HOPE THAT YOU WILL CHOOSE OUR FACILITY TO  
REPAIR YOUR VEHICLE. THIS ESTIMATE IS BASED UPON OUR VISUAL INSPECTION OF YOUR  
VEHICLE & DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED TO  
REPAIR HIDDEN DAMAGE FOUND ONCE THE REPAIR WORK HAS BEEN STARTED. THIS  
FACILITY OFFERS NO WARRANTY ON RUST REPAIRS OF ANY KIND.

01/29/2010 AT 11:40 AM  
21429

JOB NUMBER: 3160

SUPPLEMENT OF RECORD 2 WITH SUMMARY  
2004 CHRY PT CRUISER TOURING 4-2.4L-T 4D WGN BLACK INT:BLACK

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR3NP01, CCC DATA DATE 01/04/2010, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (\*) OR DOUBLE ASTERISK (\*\*) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORED PARTS ARE DESCRIBED AS RECORE. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2010 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PARTS NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP.

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01/29/2010 AT 11:40 AM  
21429

JOB NUMBER: 3160

SUPPLEMENT OF RECORD 2 WITH SUMMARY  
2004 CHRY PT CRUISER TOURING 4-2.4L-T 4D WGN BLACK INT:BLACK

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
----- ADDED ITEMS -----							
6# S02		***FINAL BILL***FINAL BILL***	1		0.00	0.0	0.0
SUBTOTALS ==>					0.00	0.0	0.0

ESTIMATE NOTES:

AMERICAN AUTO PARTS Q# 100058 NO USED WHEEL.

UNITED Q# 84056 USED WHEEL HAS DAMAGE AND RETURNED. 1/15/10

KOSISKI Q# 120769 USED WHEEL HAS DAMAGE AND RETURNED. 1/19/10

ORDERED NEW WHEEL FOR CUSTOMER. 1/19/10

PARTS	0.00
SUBTOTAL	\$ 0.00

ESTIMATE	277.18	DARRYL DELFS
SUPPLEMENT S01	359.26	WALLY BANKS
SUPPLEMENT S02	0.00	WALLY BANKS

JOB TOTAL \$ 636.44

CUSTOMER PAY \$	100.00
INSURANCE PAY \$	536.44

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ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 0

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: MANUALLY LIST

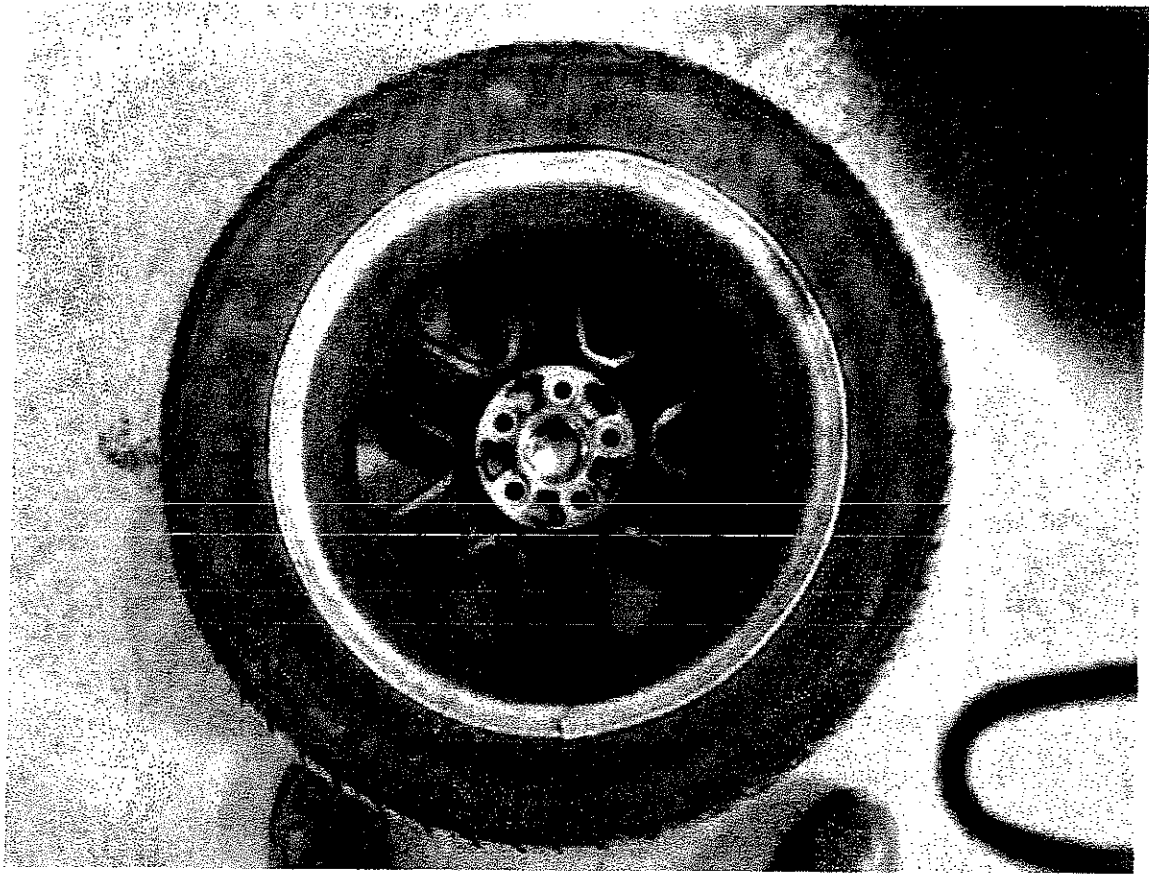
NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

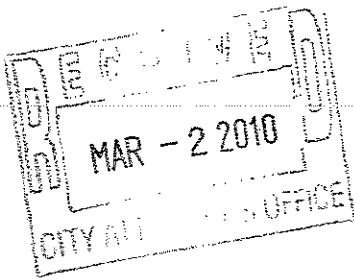
NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0





COPY

March COUNCIL BLUFFS  
CITY CLERK

DATE  
2010 MAR - 2 A 8:24

I acknowledge receiving a Notice of Expiration of Right of Redemption from Tax Sale for the property assessed to Eugene Franklin Ethington and located at 122 North 40<sup>th</sup> Street, Council Bluffs, Iowa 51501 and legally described as:

Lots 183 and 184, Twin City Gardens, Council Bluffs, Pottawattamie County, Iowa, except that part of Lot 184, Twin City Gardens, an Addition to Council Bluffs, Iowa, bounded by a line beginning at a point 21 feet northerly of the Southeast corner of said Lot 184, on the east line of said Lot 184; thence southerly along the east line of said Lot 184 a distance of 21 feet to the southeast corner of said Lot 184; thence westerly 44 feet along the south line of said Lot 184, thence northeasterly to the point of beginning.

AND

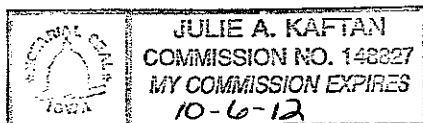
A parcel of land located in Lot 185 of Twin City Gardens to Council Bluffs, Pottawattamie County, Iowa more particularly described as follows: Beginning at the NW corner of said Lot 186; thence S00°00'E, 30 feet along the west line of said Lot 185; thence N62°45½'E, 67.5 feet, to a point on the north line of said Lot 185; thence S89°09'W, 60.0 feet, along said north line to the NW corner thereof, the point of beginning.

which Notice is dated March 2, 2010 and signed by Curtis J. Heithoff as the attorney for Filby Properties II, LLC, the party giving the Notice of Expiration of Right of Redemption from Tax Sale.

Marcia L. Warden  
COUNCIL BLUFFS CITY CLERK

Subscribed in my presence and sworn to  
before me this 2nd day of March,  
2010.

Julie A. Kaftan  
NOTARY PUBLIC



# NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Eugene Frank Ethington  
122 N. 40<sup>th</sup> Street  
Council Bluffs, IA 51501

The Persons in whose Name  
the Following Described  
Property is Assessed

TO: Eugene Frank Ethington  
122 N. 40<sup>th</sup> Street  
Council Bluffs, IA 51501

The Persons in Possession  
of the Following Described  
Property

You, and each of you, are notified that on the 18<sup>th</sup> day of June, 2007, the following described property, situated in Pottawattamie County, Iowa, to-wit:

Lots 183 and 184, Twin City Gardens, Council Bluffs, Pottawattamie County, Iowa, except that part of Lot 184, Twin City Gardens, an Addition to Council Bluffs, Iowa, bounded by a line beginning at a point 21 feet northerly of the Southeast corner of said Lot 184, on the east line of said Lot 184; thence southerly along the east line of said Lot 184 a distance of 21 feet to the southeast corner of said Lot 184; thence westerly 44 feet along the south line of said Lot 184, thence northeasterly to the point of beginning.

AND

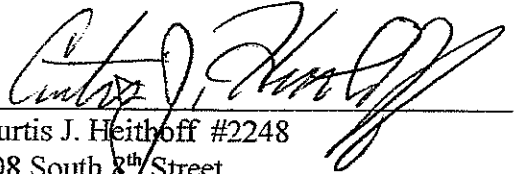
A parcel of land located in Lot 185 of Twin City Gardens to Council Bluffs, Pottawattamie County, Iowa more particularly described as follows: Beginning at the NW corner of said Lot 186; thence S00°00'E, 30 feet along the west line of said Lot 185; thence N62°45½'E, 67.5 feet, to a point on the north line of said Lot 185; thence S89°09'W, 60.0 feet, along said north line to the NW corner thereof, the point of beginning,

with a street address of 122 N. 40<sup>th</sup> Street, Council Bluffs, Iowa, was sold by the County Treasurer of Pottawattamie County, Iowa, for the then delinquent real estate taxes against said property to Filby Properties II, LLC and a Certificate of Purchase at Tax Sale, Certificate No. 07/0572, was duly issued to Filby Properties II, LLC by the County Treasurer of Pottawattamie County, Iowa, pursuant to said sale, which Certificate is now lawfully held and owned by Filby Properties II, LLC and that the right of redemption will expire and a Deed for said property will be executed and delivered unless redemption from said sale is made within ninety (90) days from the completed service of this Notice.

DATED this 2nd day of March, 2010.

FILBY PROPERTIES II, LLC

BY: \_\_\_\_\_

  
Curtis J. Heithoff #2248  
508 South 8<sup>th</sup> Street  
Council Bluffs, Iowa 51501  
Telephone: (712)-325-0888  
ITS ATTORNEY

## OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, \_\_\_\_\_ February 23, 2010

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

AUD SUB LT 1 BLK 4 GLENDALE & PT O P LT 96 LT 1 & 20' X 7' STRIP VAC PAMONA ST

ADJ - formerly known as 401 Park Ave, Council Bluffs, Iowa

\_\_\_\_\_ together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at \_\_\_\_\_ per square foot, for a total sum of \$ \_\_\_\_\_, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ 25.00 (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ 0 to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

(1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

Construction of a single family dwelling for Chad & Katie Fent

(2) TAXES. All subsequent taxes shall be paid by Buyers.

(3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.

(4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.

(5) POSSESSION. Buyers are entitled to possession of the described property upon \_\_\_\_\_

(8) OTHER PROVISIONS: Buyer shall acquire the above property for the construction of a single family dwelling for Chad & Katie Fent- see attached plans. A 1<sup>st</sup> mortgage construction loan shall be placed on the property with the buyer signing a 2<sup>nd</sup> subordinate mortgage to the City of Council Bluffs for \$ 20,000 which shall be forgiven upon the completion of construction and issuance of a "Certificate of Occupancy" from the Council Bluffs Building Dept.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Ben Lake Homes & Remodeling

Ben Lake - President  
\_\_\_\_\_  
Title

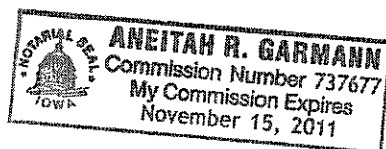
17401 Dandy Lane, Council Bluffs, Iowa 51503

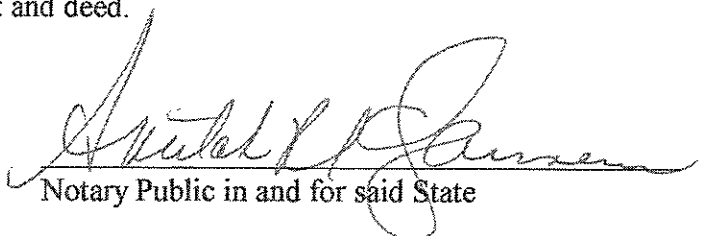
Address

402-960-4016  
\_\_\_\_\_  
Telephone

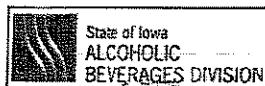
STATE OF IOWA )  
COUNTY OF ) SS.  
POTTAWATTAMIE )

On this 23<sup>rd</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ben Lake, President- Ben Lake Homes & Remodeling, to me known to be the identical persons named in and who executed the within and foregoing instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same as their voluntary act and deed.



  
\_\_\_\_\_  
Notary Public in and for said State

*Renewal*  
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### Applicant BC0026799, Buck's Express #16, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Buck's Corp Inc			(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Buck's Express #16			
Address of Premise:	7 North 16th St			
Address Line 2:				
City:	Council Bluffs			
County:	Portawatomie			
Zip:	51501			
Business Phone:	(402) 558-0860		Cell / Home Phone:	
Same Address				
Mailing Address:	PO Box 31099			
Mailing Address Line 2:				
City:	Omaha		State:	Nebraska
Zip:	68131			
Contact Name:	Steve Buchanan, President			
Phone:	(402) 558-0860		Email Address:	

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### Applicant BC0027151, Casey's General Store #2284, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.  
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Name of Applicant:	Casey's Marketing Company (Self Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Casey's General Store #2284		
Address of Premises:	1030 Veterans Memorial Highway		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51501		
Business Phone:	(712) 386-3684	Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address:	PO Box 3001		
Mailing Address Line 2:			
City:	Ankeny	State:	Iowa
Zip:	50021-8045		
Contact Name:	Penny Patrick, Store Operations		
Phone:	(515) 866-6572	Email Address:	penny.patrick@caseys.com

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### Applicant LC0035191, Famous Dave's Restaurant, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Old Market Ventures, LLC (Sole Proprietorship, Partnership, Corporation, etc.)	
Name of Business (D/B/A):	Famous Dave's Restaurant	
Address of Premise:	59 Arena Way	
Address Line 2:		
City:	Council Bluffs	
County:	Pottawattamie	
Zip:	51501	
Business Phone:	(402) 558-3333	Cell / Home Phone: (402) 681-4734
<input type="checkbox"/> Same Address		
Mailing Address:	14353 Q Street	
Mailing Address Line 2:		
City:	Omaha	State: Nebraska
Zip:	68137	
Contact Name:	Greg Cutchall	
Phone:	(402) 681-4734	Email Address: gscutchall@aol.com

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### Applicant LC0036708, Glory Days, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Juon Investments LLC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Glory Days	
Address of Premise:	106 West Broadway	
Address Line 2:		
City:	Council Bluffs	
County:	Iowa	
Zip:	51503	
Business Phone:	(712) 326-7617	Cell / Home Phone: (712) 326-8457
Same Address		
Mailing Address:	22 Kimberly Dr	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51503	
Contact Name:	Brandon Juon	
Phone:	(712) 326-8457	Email Address: bjuon@cbsavingsbank.com

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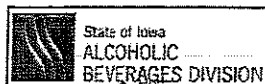
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## Applicant BW0091828, Lansky's, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Horizon Restaurants Inc (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Lansky's		
Address of Premise:	1131 N Broadway		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51503-0000		
Business Phone:	(712) 329-5400	Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address:	4601 S. 50th St.		
Mailing Address Line 2:			
City:	Omaha	State:	Nebraska
Zip:	68117		
Contact Name:	Missy Mullen		
Phone:	(402) 731-5243	Email Address:	missy@lanskys.biz

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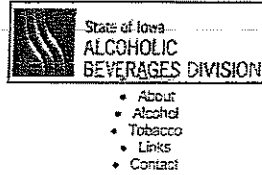


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### Applicant LC0022680, Razzle Dazzle, Council Bluffs

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Name of Applicant:	DeGeorge, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)	
Name of Business (D/B/A):	Razzle Dazzle	
Address of Premise:	3317 West Broadway	
Address Line 2:		
City:	Council Bluffs	
County:	Portawattamie	
Zip:	51501-0000	
Business Phone:	(712) 328-0520	Cell / Home Phone: (402) 571-3444
Same Address		
Mailing Address:	3317 West Broadway	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51501	
Contact Name:	Francis Hoffman	
Phone:	(712) 328-0520	Email Address: franken@qwest.net

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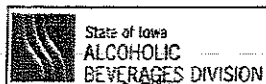


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### Applicant LC0031811, Riverside Grille, Council Bluffs

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Name of Applicant:	Prine, L.L. C.	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (DBA):	Riverside Grille	
Address of Premises:	2 Hannah's Blvd	
Address Line 2:		
City:	Council Bluffs	
County:	Pottawattamie	
Zip:	51501	
Business Phone:	(712) 328-7079	Cell / Home Phone:
<input type="checkbox"/> Same Address		
Mailing Address:	2 Hannah's Blvd	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51501	
Contact Name:	Ward	
Phone:	(712) 328-7079	Email Address: rsgnrlle@act.com

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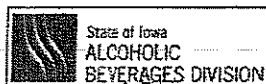


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## Applicant LC0034421, Ruby Tuesday, Council Bluffs

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Name of Applicant: RT Omaha Franchise, LLC {Sole Proprietorship, Partnership, Corporation, etc.}

Name of Business (D/B/A): Ruby Tuesday

Address of Premises: 3150 24th Avenue

Address Line 2:

City: Council Bluffs

County: Portawatawie

Zip: 51501

Business Phone: (251) 422-0050

Cell / Home Phone:

Same Address

Mailing Address: 1956 J University Blvd. South - Liquor Licensing Dept.

Mailing Address Line 2: PO Box 261

City: Mobile

State: Alabama

Zip: 36609

Contact Name: Nancy Coats, Liquor License Specialist

Phone: (251) 422-0050

Email Address: ncoats@rubytuesday.com

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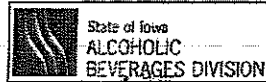


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### Applicant BC0022228, Speedee Mart 1512, Council Bluffs

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Name of Applicant:	Rite way Oil And Gas Co Inc (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Speedee Mart 1512		
Address of Premises:	3624 9th Avenue		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51501-0000		
Business Phone:	(712) 322-9731	Cell / Home Phone:	(402) 331-6400
Same Address			
Mailing Address:	PO Box 27049		
Mailing Address Line 2:			
City:	Omaha	State:	Nebraska
Zip:	68127		
Contact Name:	Rex Ekwall		
Phone:	(402) 331-6449	Email Address:	

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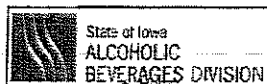
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## Applicant LC0035959, T'S TAVERN, Council Bluffs

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The navigation links on the top may also be used to move around the application.

Name of Applicant: TS ENTERPRISE, INC. (Sole Proprietorship, Partnership, Corporation, etc.)  
Name of Business (D/B/A): T'S TAVERN  
Address of Premise: 2400 9TH AVE  
Address Line 2:  
City: Council Bluffs  
County: Pottawattamie  
Zip: 51501  
Business Phone: (712) 322-9787 Cell / Home Phone: (945) 632-2088  
☐ Same Address  
Mailing Address: 120 S 6TH STREET  
Mailing Address Line 2:  
City: COUNCIL BLUFFS State: Iowa  
Zip: 51501  
Contact Name: DARRAH & COMPANY  
Phone: (712) 322-6889 Email Address: darrahandcompany@qwest.net

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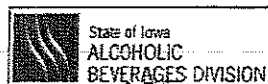


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### Applicant LC0027061, Tish's Restaurant, Council Bluffs

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Name of Applicant: Tish's Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Tish's Restaurant

Address of Premises: 1207 South 35th Street

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 323-5456

Cell / Home Phone:

Same Address

Mailing Address: 1207 S. 35th St.

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Steven or Kathleen

Phone: (712) 323-5456

Email Address: Kathy@Tishs.com

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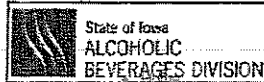


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### Applicant LC0036658, Venue 162, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: German Bier Haus 1892 LLC (Sole Proprietorship, Partnership, Corporation, etc.)  
 Name of Business (D/B/A): Venue 162  
 Address of Premises: 162 West Broadway  
 Address Line 2:  
 City: Council Bluffs  
 County: Pottawattamie  
 Zip: 51503  
 Business Phone: (712) 256-9700 Cell / Home Phone: (712) 329-3329  
 Same Address  
 Mailing Address: 301 Perrin Place  
 Mailing Address Line 2:  
 City: Council Bluffs State: Iowa  
 Zip: 51503  
 Contact Name: Frank Hoover  
 Phone: (712) 329-3329 Email Address: fhoover@yahoo.com

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